

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA	:	CRIMINAL NO. 05 -
	:	
v.	:	DATE FILED: _____
	:	
ANTHONY McNEIL	:	
	:	
	:	VIOLATIONS:
	:	18 U.S.C. § 1341 (mail fraud - 2 counts)

I N F O R M A T I O N

COUNT ONE

THE UNITED STATES ATTORNEY CHARGES THAT:

1. At all times material to this information,
 - a. Defendant ANTHONY McNEIL was a Deputy Controller for the City of Philadelphia (“City”).
 - b. An individual known to the grand jury and identified here as A.R. was not a City employee and did not assist McNeil in City business.
 - c. Defendant ANTHONY McNEIL and A.R. lived together in Sicklerville, New Jersey.
 - d. As a City official, defendant ANTHONY McNEIL was required to maintain his residence in the City.
 - e. Defendant ANTHONY McNEIL controlled a City-owned vehicle that the City provided to him for City business.
 - f. The following rules applied to the use of City-owned vehicles: (1)

a City official could use his vehicle only for City business; (2) a City official could take his vehicle outside the City only for City business; (3) a City official could take his vehicle home at the end of the work day only if his home was inside the City; and (4) a City official could allow a passenger to ride in his City-owned vehicle only if the passenger was participating in City business.

g. The City was self-insured for liability claims arising out of vehicle accidents involving City-owned vehicles and worker's compensation claims.

h. Under the terms of the City's self-insurance policies and the law, a City official would be financially responsible for any injuries to an individual or property damage resulting from the official's misuse of a City-owned vehicle.

THE SCHEME

2. From on or about June 18, 2003, to on or about October 5, 2004, defendant

ANTHONY McNEIL

devised and intended to devise a scheme to defraud the City of Philadelphia and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

It was part of the scheme that:

3. On or about June 18, 2003, defendant ANTHONY McNEIL was driving his City-owned vehicle in New Jersey with A.R. as his passenger when he was involved in an accident.

4. At the time of the accident, McNEIL was living outside of the City, was not on City business, and had allowed A.R. to ride as a passenger in the vehicle for personal

reasons.

5. Following this accident, defendant ANTHONY McNEIL and A.R. filed claims with the City to recover for their injuries. McNEIL filed a worker's compensation claim and A.R. filed a liability claim.

6. In order to recover for these claims, avoid personal liability, and conceal his violations of City rules, defendant ANTHONY MCNEIL made the following material misrepresentations to the City:

- a. that at the time of the accident, he was living in the City;
- b. that at the time of the accident, he was performing City business;
and
- c. that at the time of the accident, A.R. was assisting him with City business.

7. On or about September 12, 2003, defendant ANTHONY McNEIL was driving his City-owned vehicle in New Jersey when he again was involved in an accident in which he struck a vehicle driven by a woman known to the grand jury and identified here as L.G.

8. After L.G. filed a claim with the City to recover for the damage to her vehicle, in order to avoid personal liability for L.G.'s claim and to continue to conceal his violations of City rules, defendant ANTHONY MCNEIL again misrepresented to the City that at the time of the accident, he was living in the City and was in New Jersey performing City business.

9. As a result of this scheme, the City paid a total of approximately \$4,515 in claims relating to the two accidents involving McNeil's City-owned vehicle.

THE MAILING

10. On or about April 28, 2004, in the Eastern District of Pennsylvania and elsewhere, defendant

ANTHONY McNEIL,

for the purpose of executing the scheme described above, and attempting to do so, knowingly caused to be delivered by mail according to the directions thereon, check number 8263 for \$1,863.62, drawn on the Wachovia Bank checking account of the City of Philadelphia, Office of Director of Finance, sent from the City to "MRCP," at 1616 Walnut Street, Philadelphia, Pennsylvania, which check was issued to pay the claim of A.R. arising out of the vehicle accident of June 18, 2003.

In violation of Title 18, United States Code, Section 1341.

COUNT TWO

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

1. Paragraphs 1 through 9 of Count One are re-alleged here.
2. On or about February 9, 2004, in the Eastern District of Pennsylvania and elsewhere, defendant

ANTHONY McNEIL,

for the purpose of executing the scheme described above, and attempting to do so, knowingly caused to be delivered by mail according to the directions thereon, check number 8081 for \$500, drawn on the Wachovia Bank checking account of the City of Philadelphia, Office of Director of Finance, sent from the City to L.G. in Sicklerville, New Jersey, which check represented the City's financial responsibility for L.G.'s insurance deductible for the damage to L.G.'s vehicle arising out of the vehicle accident of September 12, 2003.

In violation of Title 18, United States Code, Section 1341.

PATRICK L. MEEHAN
United States Attorney